

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rebecca Gardner TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: February 25, 2008
ISSUED TO: Austin/Travis County MHMR P.O. Box 3548 Austin, TX 78764-3548	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: January 1, 2006

ORIGINAL CONTRACT TERM DATES: January 1, 2006-December 31, 2007 CURRENT CONTRACT TERM DATES: January 1, 2007-December 31, 2008

## FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$1,507,151.00 Current Modified Amount \$1,843,157.00

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Upon execution of this modification, the contract is modified as provided below:  
The attached amendment will provide the following:

1. Addition of Parenting in Recovery Services. "Amended 2008 Renewal Work Statement, Performance Measures and Budget" as attached to the modification as Exhibit 1 will replace the original Attachment A-08 "2008 Renewal Term Work Statement, Performance Measures and Budget".
2. Funding is increased as follows:

From:  
County: \$611,799.00  
City: \$937,043.00

To:  
County: \$906,114.00  
City: \$937,043.00

Contract funds are not to exceed \$1,843,157.

3/4/08  
Signed by TC  
-NEED MHMR &  
HHSO signature

RECEIVED  
TRAVIS COUNTY  
2008 FEB 27 PM 2:21  
PURCHASING  
OFFICE

See attached amendment for additional information.

## Note to Vendor/City:

- ☒ Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  
☐ DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>2/26/08</u>
TRAVIS COUNTY, TEXAS BY: <u>Samuel T. Biscoe</u> SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: <u>2-26-08</u>
CITY OF AUSTIN, TEXAS BY: _____ TOBY FUTRELL OR DESIGNEE, AUSTIN CITY MANAGER	DATE: _____

**AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN TRAVIS COUNTY,**  
**THE CITY OF AUSTIN AND**  
**THE AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER**  
**FOR SUBSTANCE ABUSE TREATMENT AND**  
**RELATED BEHAVIORAL HEALTHCARE AND SUPPORT SERVICES**  
**TO ADD PARENTING IN RECOVERY SERVICES**

This Amendment ("Amendment") of Interlocal Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), The City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Austin Travis County Mental Health Mental Retardation Center ("Center").

County, City and Center entered into an agreement to provide mental health, mental retardation and substance abuse services for indigent citizens and other eligible clients ("Agreement") the Initial Term of which began January 1, 2006, and terminated December 31, 2006 ("Initial Agreement Term").

Under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement provided for renewal and amendment of the agreement by the written agreement of the Parties.

Pursuant to the terms of the Agreement, the Agreement has been renewed for additional terms continuing through December 31, 2008.

County, City and Center desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 **GENERAL TERMS.**

1.1 **2008 Renewal Term.** The Parties acknowledge and agree that, pursuant to Section 2.2, "Renewal Term(s)," the Agreement has been renewed for an additional term beginning January 1, 2008, and terminating December 31, 2008 ("2008 Renewal Term") and amended by written agreement of the Parties ("2008 Renewal/Amendment").

2.0 **ENTIRE AGREEMENT**

2.1 **Attachments.** The Parties agree that, as to the 2008 Renewal Term, Attachment A-08, "2008 Renewal Term Work Statement, Performance Measures and Budget," as set forth in the 2008 Renewal/Amendment, will be deleted and "Amended 2008 Renewal Term Work Statement, Performance Measures and Budget," attached to this 2008 Amendment as Exhibit 1, will be substituted and apply to performance during the 2008 Renewal Term. All attachments to this Amendment are incorporated into this Agreement as if recited verbatim herein.

### 3.0 CENTER PERFORMANCE

3.1 Services and Activities. The Parties acknowledge and agree that Center shall perform, in a satisfactory manner as reasonably determined by County and City, through ATCHHSD and TCHHSVS, services and activities in accordance with the terms of this Amendment and with all other terms and conditions stated in the Agreement.

3.2 Limitations. Unless otherwise specifically stated herein, the performances required under this Amendment are performable only during the 2008 Renewal Term, and performances required under any other Agreement Term(s) were performable only during the applicable Term. Performance requirements and payment shall not carry over from one Agreement Term to another. Performance requirements and payment from grant funds shall not carry over beyond the term of the grant.

3.3 Grant Activities. The Parties understand and agree that the additional Two Hundred and Ninety-Four Thousand, Three Hundred and Fifteen Dollars (\$294,315.00) County funds provided under this Amendment are grant funds from the County's Parenting in Recovery Grant ("Grant").

3.3.1 Performance Requirements. Center agrees to perform all grant activities pursuant to the requirements of the Grant document attached to this Amendment as Exhibit 2.

3.3.2 Public Policy Requirements. Center also agrees to comply with the Public Policy Requirements of the Grant attached to this Amendment as Exhibit 3.

3.3.3 State and Federal Grant Requirements. The Center also agrees to comply with all applicable state and federal Grant requirements, including but not limited to Office of Budget Management (OMB) Circulars A-87, A-102, A-133, and Texas' Uniform Grant Management Standards.

3.3.4 Subcontractor Requirements. The Center will ensure that all providers of services under the Agreement, as amended, receiving Grant funds for Grant services provided under this Agreement and managed by the Center are contractually required to meet all applicable state and federal grant requirements, as well as applicable terms and performance requirements of the Grant. The Center will be responsible for timely identification of any potential sub-recipients as defined by the Grant, specifically OMB A-133 § \_\_\_, 105, and applicable state and federal requirements and will notify County of any such potential sub-recipients prior to contracting for Grant services in order to secure County approval of such subrecipient and to establish an appropriate advance agreement on the terms and conditions of the sub-award.

3.3.5 Assurances. The Center agrees to provide, and to require all subcontractors/ subrecipients to provide, all required assurances for the receipt and expenditure of state and federal grant funds as requested by County. Center shall provide to County, and all of Center's services providers receiving Grant funds shall provide to Center (with Center providing copies to County), the following assurances (and any others required by the Grant) prior to receipt of payment by County for any Grant Activities utilizing Grant funds:

- Assurances - Non Construction Programs Standard Form 424B Prescribed by OMB Circular A-102
- Certification Regarding Lobbying and Disclosure of Lobbying Activities Standard Form - LLL Approved by OMOB

- Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption OMB No. 0990-0263
- Certification Regarding Debarment, Suspension and Other Responsibility Matters.
- Certification Regarding Drug-Free Workplace Requirements
- Certification Regarding Environmental Tobacco Smoke
- Certification Regarding maintenance of Effort

Copies of the above forms are included in this Amendment as Exhibit 4.

3.3.6 Grant Term. Services and activities, including all reporting requirements, relating to Grant Activities provided under this Agreement shall be provided in accordance with time and date specifications set forth in the Grant.

3.3.7 Precedence. All services and activities provided by Center related to Grant requirements and paid for by County utilizing Grant funds ("Grant Activities") shall be specifically subject to terms of this Amendment as well as those of the Agreement and the Grant. Should there be a conflict between requirement of the Agreement, Amendment and/or Grant which cannot be reconciled, as determined by County, then the terms shall be given precedence as follows:

1. Grant
2. Amendment
3. Agreement

#### 4.0 FINANCIAL PROVISIONS

4.1 Maximum Funds. Amend Section 13.1.1 by adding the following:

13.1.1(a) - Amended 2008 Renewal Term Funds. Subject to the requirements of the Agreement, and in consideration of full and satisfactory performance of the services and activities required under the Agreement during the 2008 Renewal Term, County and City shall provide funds not to exceed the following amounts:

County	\$ <u>906,114.00</u>
City	\$ <u>937,043.00</u>
TOTAL	\$ <u>1,843,157.00</u>

The County's agreed funding total as stated above includes \$294,315.00 provided through the Grant. Should Grant funding be withdrawn or otherwise not provided to the County, the County's not-to-exceed amount shall be reduced accordingly. County shall notify Center in writing of any decrease in Grant funds, and shall not be responsible for payment of any expenses incurred for Grant activities provided by Center after such notice.

4.2 Fiscal Year Limitation. Amend Section 13.1.2 by adding the following:

13.1.2(a) - Amended 2008 Renewal Term Fiscal Year Limitation. Of the totals set forth in Section 13.1.1(a) of this Amendment, Center cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

	<u>County</u>		
(i)	January 1, 2008 - September 30, 2008	(75% of total)	\$ <u>458,849.25</u>
(ii)	October 1, 2008 - December 31, 2008	(25% of total)	\$ <u>152,949.75</u>
(iii)	January 1, 2008 - September 29, 2008	(per grant)	\$ <u>294,315.00</u>

	<u>City</u>		
(i)	January 1, 2008 - September 30, 2008	(75% of total)	\$ <u>702,782.00</u>
(ii)	October 1, 2008 - December 31, 2008	(25% of total)	\$ <u>234,261.00</u>

The County total referenced in the spending limitation in subsections (i) and (ii) above reflects funding provided from the County's General Fund only. Grant funds will be expended according to the terms of the Grant.

All other provisions of Section 13.1.2 of the Agreement not specifically changed in this Amendment will continue to apply to the terms of the 2008 Renewal as amended.

## 5.0 INCORPORATION

5.1 County, City and Center hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County, City and Contractor hereby ratify all the terms and conditions of the Amended as amended. The Agreement, as amended, with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.2 The Parties agree that all requirements and obligations of the Agreement, as amended, which have not been specifically changed by this Amendment which make reference to the Agreement Period prior to this Amendment apply in the same manner to performance by the Parties during the 2008 Renewal Term of the Agreement as amended.

## 6.0 AUDIT REQUIREMENTS

6.1 The Center shall maintain adequate financial records for all work related to Grant Activities, as prescribed by 45 C.F.R., Part 74, Subpart C, "Financial and Program Management" and "Reports and Records;" and shall make such records available for audit by County and others as set forth in this Section 6.0. The Center also shall maintain such records as are deemed necessary by the County to assure proper accounting for all costs, including expenditure of incentive monies, if applicable. All of the records specified in this Section shall be retained as subsequently specified herein.

6.2. All records, books, documents, accounting procedures, or practices relating to Grant Activities and utilizing Grant funds shall be subject to examination and/or audit in accordance with all applicable state and federal laws, rules, regulations or directives, by the County, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives as applicable. The Center shall direct that any subcontractor/subrecipient with whom it has established a contractual relationship to discharge the Center's Grant obligations under this Agreement to likewise permit the County and, if applicable, the State Auditor, the U.S. Department of Health and Human Services, and the Comptroller General of the United States, to have rights of access to, inspection of, and reproduction of all books and records of the subcontractor(s)/subrecipient(s) that pertain to Grant Activities provided under this Agreement.

The Center shall maintain and retain for a period of three (3) years after the termination of this Agreement, or until full and final resolution of all audit or litigation matters which arise before the expiration of the three (3) year period, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this Agreement, including but not limited to, any daily activity reports and time distribution and attendance records, and other records which may show the basis of the allowable cost charges made.

In order to comply with the monitoring and auditing requirements governing this Agreement, the Center is considered a subrecipient of federal grant funds under the CFDA #93.087, Parenting in Recovery. All accounting records should identify the source of Grant funds received by the Center under this Agreement as federal grant funds passed through from the County.

In addition to other requirements of the Agreement, funds received pursuant to this Agreement shall be audited in accordance with OMB Circular A-133 by the Center's independent auditor. Center shall give the County a copy of the entire auditor's report and management letter within sixty (60) days of the completion of the audit.

6.0 EFFECTIVE DATE

6.1 This Amendment is effective February 11, 2008, when it is approved and signed by all Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

EXHIBIT 1  
ATTACHMENT A-08  
AMENDED 2008 RENEWAL TERM WORK STATEMENT,  
PERFORMANCE MEASURES AND BUDGET

**2008 RENEWAL TERM AMENDED PERFORMANCE MEASURES  
SUBSTANCE ABUSE MSO**

**A. Service Outputs**

ATCMHMR will collect and report to the Department the following service outputs:

1. **Number of Unduplicated Clients Served**

a. **Information Required for Unduplicated Clients Served**

This will be reported by treatment provider and will include the following demographic information for each Eligible Client: gender, ethnicity, age, income status (percent of federal poverty level), zip code of residence (if available), and county of residence (which must be Austin/Travis County).

Referral Source (for each client, by target population) will also be reported.

For all homeless adult Eligible Client served, Center will report the number served who were "literally homeless" and "marginally homeless" (as defined in this Agreement).

ATCMHMR also will report, by treatment provider, the number of Eligible Clients receiving treatment services who were engaged in case management services (external to the treatment provider network) as well, i.e., out of the total number of unduplicated Eligible Clients served.

b. **Estimated Number of Unduplicated Eligible Clients to be Served**

It is estimated that, during the 2008 Renewal Term, approximately 673 unduplicated Eligible Clients will be served collectively from the homeless adult, high-risk women and high-risk youth target populations; plus approximately 118 unduplicated Eligible Clients referred by Downtown Austin Community Court; and approximately 24 unduplicated Eligible Clients referred by Parenting In Recovery. The total number of unduplicated Eligible Clients served during the year will depend on a number of variables, such as: (1) individual intervention/treatment needs (per clinical assessment); (2) treatment retention (per level of service and across the service continuum); (3) linkages between network providers; (4) service capacities available (at time of need); and (5) number of clients referred by Community Court; and (6) number of clients referred by Parenting In Recovery.

2. **Units of Service Provided**

This will be reported by type of service (in the continuum of services) for each target population: e.g., number of initial assessments completed, number of residential detoxification treatment days provided, number of intensive Residential treatment days provided, number of hours of treatment provided for Supportive Outpatient services, etc.



Units of service provided are dependent upon several factors such as: (1) level(s) of service required by individual Eligible Clients and (2) length of stay at the different service levels (to be impacted by Utilization Management guidelines, individual client needs, and treatment retention).

### 3. Funding Expended

Funding expended by population (adult and youth) will be reported, to include projected expenditures (by population) for the contract period.

## B. Client Outcomes

ATCMHMR will collect and report to the Department the following client outcomes for the 2008 Renewal Term. Performance targets for these outcomes are shown below, specific to the particular target populations to be served under this Agreement.

	<u>Measure</u>	<u>Target Percentage</u>
1.	<i>Program Completion Rate (Treatment Retention). DSHS definition of "successful program completion" will be used for this measure.....</i>	66%
2.	<i>Eligible Clients who completed detox services, who were referred to a subsequent level of treatment services.....</i>	100%
3.	<i>Eligible Clients discharged to a stable housing situation. ....</i>	80%
4.	<i>Eligible Clients employed or in school or training at discharge. ....</i>	55%
5.	<i>Eligible Clients satisfied with clinical services received.....</i>	95%
6.	<i>Eligible Client abstinence at 60-day follow-up.(non detox).....</i>	70%
7.	<i>Eligible Clients employed or in school or training at 60-day follow-up.....</i>	60%
8.	<i>Eligible Clients living in a stable housing situation at 60-day follow-up. ....</i>	85%
9.	<i>Reduction in criminal behavior (charges/arrests) at 60-day follow-up. ....</i>	90%

## C. Managed Care "Systems" Outcomes

These systems outcomes include the major benefits expected, over time, from the managed care arrangement described in this Agreement. Center will be responsible for closely monitoring these indicators throughout the year to: (1) identify areas for improvement and (2) implement systems changes, as necessary, to promote the efficiency and effectiveness of the managed care network arrangement.

ATCMHMR will collect and report to the Department the following systems outcomes:

1. **Improved Client Access to Services**

This will be measured in two ways. First, the length of time from the time of request for assessment or services to benefit authorization by Center. The target is 85% of request will be authorized in 48 hours. Second, it will be measured by the length of time from benefit authorization by Center to Eligible Client assessment or admission to service. The target is 100% of assessments or admissions to services will occur within 1 day or retroactively. MSO will report quarterly.

2. **Eligible Client Need to Level of Care and Length of Stay**

This will include a review of Utilization Management decisions by the MSO per client records and reconciliation of authorization, claims and eligible client records. MSO Provider Relations will provide the results biannually.

3. **Annual Network Provider Satisfaction with Center services**

This will include consideration of such factors as ease of communicating with the MSO; promptness of benefit authorizations; appropriateness of benefit authorizations; general customer service, etc. Center will report detailed breakdowns of responses to network provider satisfaction survey questions annually. The target is 90% of those that complete the survey will indicate satisfaction with Center service.

4. **Improvements in Network Continuum of Services**

This information will be provided in narrative form by the Center annually. This area will include, but is not limited to, the Center's identification and closing of gaps in care; capacity obstacles addressed and remedied or improved; Center's efforts with respect to Network development and marketing or community integration of the service system operated under this Agreement, etc.

Center will report (in narrative form) monitoring activities of providers including number of monitoring visits per provider, summaries of findings and corrective actions taken to address under-performance. This is reported bi-annually.

D. **Center Services Outside the Agreement**

Client services provided by ATCMHMR which are not considered to be reimbursable costs under this Agreement will not be counted in the service measures for this Agreement, but may be counted in the service measures for Center under other Agreements between County, City and Center for the purchase of direct client services, as determined by City and County to be appropriate under the terms of those agreements. Center agrees to report to City and/or County under the terms of the relevant agreement any services that are provided as a result of provision of services to Eligible Clients served through this Agreement.

## **2008 RENEWAL TERM AMENDED WORK STATEMENT SUBSTANCE ABUSE MSO**

### **I. BACKGROUND**

#### ***A. History***

Prior to 1999, the City of Austin and Travis County purchased substance abuse treatment services through multiple agencies with eligibility determinations made and services provided by the individual organizations pursuant to the terms of their respective contracts. The auditing of services was performed retrospectively by Austin/Travis County Health and Human Services Department (HHSD) staff.

The Interlocal Agreement for Substance Abuse MSO between the City of Austin, Travis County, and the Austin Travis County Mental Health Mental Retardation Center (ATCMHMR) originated in 1999. The City and County developed the Interlocal Agreement in order to contract for substance abuse treatment services utilizing a Managed Services Organization (MSO) approach. The purpose of this new approach is to better coordinate and standardize substance abuse treatment services for the community and to designate the target populations to be served, eligibility criteria, services to be covered, and expected outcomes according to those standards and requirements set forth in this Agreement. Under this Agreement, ATCMHMR provides specific services as the MSO in order to prevent duplication of administrative services and promote a continuum of care for clients. This Agreement also facilitates the coordination of City and County funded services with state funded services in order to maximize leveraging of all available funds.

As the local authority for mental health and mental retardation services with extensive experience in this area, ATCMHMR serves as the MSO under this Agreement. In the model established under this Agreement, individuals are authorized and then served by organizations in the network that provide the assessment and treatment of Eligible Clients. In addition, the following MSO functions are provided: Credentialing, Gate Functions, Utilization Management, Quality Management, Management Information Systems, Financial Management, Administration/Contract Management, and Network Development and Management as set forth in this Agreement and specified by City and County.

#### ***B. Experience as Managed Services Organization***

ATCMHMR is the local authority for mental health and mental retardation services for Travis County. The Center was established in late 1965 and began operations in 1967 pursuant to the laws of the State of Texas, regulations of the Department of State Health Services, and the articles of organization approved by its sponsoring agencies. The Center's local sponsoring agencies are the City of Austin, Travis County and the Austin Independent School District.

The Center's relevant experience includes the development of a full array of managed care tools under the auspices of its managed care demonstration project known as the "2377 project." In 1996, the Center received funding to develop a managed care system including a "gate" to ensure timely and appropriate services are provided within available capacity, a utilization management system, credentialing and provider profiling, new contract management procedures, quality management, management information systems, and claims billing. The array of managed care tools is in place with adult and children's mental health and substance abuse services that are provided internally or through contract with external providers.

### ***C. Anticipated Outcomes***

The anticipated outcomes of the model established under this Agreement over the years of development and operation are as follows:

1. Improved client outcomes
2. Improved client access to services
3. Increased cost-effectiveness/cost-containment
4. Improved service linkages/continuity of care for clients
5. More comprehensive service delivery to the client (as needed)
6. Improved customer satisfaction with services
7. Improved continuum of services for the community with gaps reduced and capacity increased as determined by the Parties to be necessary.

## **II. ELIGIBILITY**

### ***A. Client Eligibility Criteria***

ATCMHMR is responsible for determining the eligibility of clients receiving services under this Agreement according to the following eligibility criteria ("Eligibility Criteria"):

1. Individual has a household income of less than 200% of the federal poverty guidelines (as updated annually by the U.S. Department of Health and Human Services) that are applicable to a household with the same number of persons as his/her household, and
2. Individual is covered by no other applicable insurance or other third-party payer for full coverage of needed services, nor is individual eligible for other third-party payer programs (including relevant state and federally funded programs inclusive of those administered by Center and Contractors under this Agreement). In order to maximize the use of local funds, City and County will be the "payer of last resort" for services received by clients under this Agreement; and
3. Individual is a bona fide resident of the City of Austin and/or Travis County, which is determined by his/her stated intention to remain in the City of Austin and/or Travis County for an indefinite period; and
4. Individual meets criteria as a member of one of the designated target populations for this Agreement (as described below and/or as approved in writing by the Department); and
5. Initial clinical assessment concludes that the individual needs and is clinically appropriate for services offered under this Agreement ("Services"). The Addiction Severity Index (ASI) will be the instrument used.

### ***B. ATCMHMR (Center) Responsibilities***

Center will advise the Austin Travis County Health and Human Services (Department) of any DSHS rule changes which may necessitate contract changes. Center will ensure that, upon determination of basic eligibility as described above, all prospective Eligible Clients will be clinically assessed to determine their specific service needs prior to service authorization.

Appropriate substance abuse treatment services will, to the extent possible, be made available to all Eligible Clients whether the Eligible Client has a diagnosis of substance abuse/chemical

dependency only, or a dual diagnosis of substance abuse or chemical dependency and mental illness.

### ***C. CITY/COUNTY Responsibilities***

Center will notify the Department of service impacts (i.e., substantive decrease in ability to serve other adults due to needs of primary care clients) related to the addition of this new population. The Department will provide ATCMHMR with current federal poverty guidelines to be used, as well as any changes in the guidelines that occur during the contract period.

The Department also reserves the right to specify additional means testing for determination of financial eligibility, such as setting a limit for liquid assets held by the prospective client, by providing such specification to ATCMHMR in writing.

### ***D. Target Populations***

The specific target populations (Eligible Clients) for receipt of Services are:

- homeless adults (either literally homeless or marginally homeless, as defined below);
- adults referred by the Downtown Austin Community Court (administered by Municipal Court);
- high-risk, substance abusing, or chemically dependent women;
- high-risk, substance abusing, or chemically dependent youth;
- substance using/abusing youth who do not meet the eligibility criteria for other specific target populations; and
- adults referred by the Parenting In Recovery program (administered by Travis County Office of Children Services).

These target populations are further described as follows:

#### ***1. Homeless Adults***

Priority shall be given to “literally homeless” men and women. Literally homeless persons include individuals above the age of 18 years who have a primary nighttime residence that is:

- a. a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including emergency shelter, congregate shelter, and transitional housing); or
- b. a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings including, but not limited to abandoned or empty buildings, makeshift “camps” on the streets, in greenbelts or parks, park benches, in cars or other vehicles, at bus or train stations or airport terminals, in movie theaters, etc.).

“Marginally homeless” persons include men and women age 18 years and older:

- a. who lack a fixed, regular and adequate nighttime residence; [This includes persons “doubled-up” in unstable situations (e.g. living temporarily with other family members or friends).]

- b. whose primary nighttime residence is an institution that provides a temporary residency for individuals intended to be institutionalized, e.g., a mental health hospital; [Note: This does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.]
- c. At imminent risk of becoming homeless, for example:
  - i. A person being discharged within one week from an institution in which the person has been a resident for more than 30 consecutive days (detox centers, mental health hospitals, prisons, jails) and no subsequent residence has been identified and he/she lacks the resources and support networks necessary to obtain housing;
  - ii. A person at imminent risk of homelessness because he/she faces eviction within one week from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.

“Marginally homeless” does not include persons who live in substandard housing.

## **2. Adults Referred by the Community Court**

The second priority population for Services is adults (men and women age 17 years and older) referred by the Community Court. Community Court is an alternative court system in which the court has authority to refer offenders to treatment as an alternative to jail. The court also requires offenders to make restitution for their offense(s) by performing community service.

## **3. High-risk, chemically dependent women (not homeless)**

The third priority population for Services is high-risk, chemically dependent women (age 18 years and older). Members of this population include women who meet one or more of the following criteria:

- a. are pregnant
- b. have dependent children
- c. are attempting to regain custody of their children
- d. have a long history of substance abuse
- e. have a criminal history
- f. are at-risk for contracting HIV or are already HIV-infected
- g. are unemployed or have an unstable and/or limited employment history/experience
- h. lack of stable living situation
- i. are dependent on public assistance
- j. have a history of physical, sexual or emotional abuse
- k. have a history of abuse or neglect of their children
- l. lack health-promoting social support systems
- m. have contributing/complicating health and/or mental health problems/diagnoses
- n. reside in a disorganized, drug-infested and high crime neighborhood/environment

## **4. High Risk, Substance Abusing or Chemically Dependant Youth**

The fourth priority population for Services is high-risk, substance abusing, or chemically dependant youth (ages 13 through 17 years) referred into the MSO by the Youth and

Family Assessment Center and others in the Austin/Travis County area. The primary goal of providing substance abuse services to this population is to prevent the entry or re-entry into the criminal justice system.

Referrals will be accepted from all sources within the community including community based diversion programs. Priority will be given to referrals from the Youth and Family Assessment Center and the Children's Partnership.

5. *Youth not meeting eligibility criteria for substance abuse treatment.*

The fifth priority population is youth who are using or abusing substances and do not meet the eligibility criteria for substance abuse treatment. These youth are referred to as a selected or indicated population<sup>1</sup>. Priority will be given to referrals from the Youth and Family Assessment Center and the Children's Partnership. Referrals to Treatment Services will be accepted from all sources within the community, including community-based diversion programs, upon Department approval. Referrals from the Youth and Family Assessment Center and the Children's Partnership and other referrals sources will be considered eligible for Intervention services through this Agreement.

6. *Adults referred by Parenting In Recovery*

A sixth priority population for Services is adult women (parents with children) referred by Parenting In Recovery. Parenting In Recovery is a program that provides a continuum of services for children and parents who are involved in the child welfare system because of parental substance dependency.

7. *Additional Target Populations:*

During the course of the 2008 Renewal Term, it may be necessary and/or appropriate for additional target population(s) to be served under this Agreement. ATCMHMR, as the MSO, may identify additional needs, gaps or underserved populations in the community: for example, as a result of any significant state/federal funding changes for substance abuse treatment to the Austin/Travis County community. In such cases, the MSO must submit a written request to the Department with necessary supporting data/documentation regarding the need for any additional target population to be served under this Agreement during the 2008 Renewal Term. Such request should be based on verifiable information sources and/or current community assessment/planning efforts and should be developed in conjunction with key informants or partners such as the service provider network, Community Action Network (CAN) and CAN planning bodies. City and County will evaluate such requests and provide the MSO a written response through the Department in the form of an amendment to this Agreement agreed to pursuant to applicable terms of this Agreement. In any case, specific written authorization in the form of an Amendment agreed to pursuant to the terms of this Agreement will be required before any additional target population is approved for service delivery under this Agreement.

8. *Non-discrimination against eligible clients with Co-Occurring Psychiatric and Substance Use Disorders:*

Providers will not exclude an eligible client based on any of the following factors:

- a. the client's past or present mental illness;
- b. medications prescribed to the client in the past or present;
- c. the presumption of the client's inability to benefit from treatment; or
- d. the client's level of success in prior treatment episodes.

### III. SERVICE CONTINUUM

#### A. *Description of Required Services for Homeless Adults*

1. Background. Travis County is home to an estimated 4,000 homeless persons on any given day. Rates of substance abuse are high among these individuals, particularly among adult men and women who comprise approximately slightly less than half of the homeless population. Local providers estimate that up to 40% of homeless adults need substance abuse treatment services. Homeless alcoholics/addicts are a highly diverse population with multiple needs. For example, many of the homeless men and women in Austin/Travis County suffer from both substance abuse and mental illness problems.
2. Referrals. Referrals for services for this population may come from the Austin Resource Center for the Homeless, Caritas, ATCMHMR, the 24-Hour Club, the Salvation Army and many other sources such as the individuals themselves (prospective clients), family members or significant others, advocates, and other community service providers.
3. Case Management. In order to increase the likelihood of client success, all homeless individuals referred for Services should be linked to case management services as part of their treatment process. Eligible Clients served under this Agreement may be:
  - a. currently receiving case management (from a case management provider external to the substance abuse treatment provider network);
  - b. accepted as new case management clients (by a case management provider external to the substance abuse treatment provider network); or
  - c. referred to case management providers (external to the substance abuse treatment provider network) as part of their treatment process.

The purpose for this linkage to community case management services is to ensure that, to the maximum extent possible, Eligible Clients receive "follow-along" case management services throughout their recovery process, from admission to treatment through post-treatment phases of recovery, with particular attention to the significant housing, employment/training, child care, and other service needs of this target population.

4. Services. Services that will be required for the homeless target population include the following (to the fullest extent possible given service types and capacity within the local community as determined by ATCMHMR and agreed to by the Department):
  - a. Outreach – Outreach is necessary to identify homeless persons who are potential Eligible Clients and to encourage them to accept Services. Outreach will be provided through existing programs that work with homeless individuals living in



shelters, on the streets and in camps but will not be considered a reimbursable cost under this Agreement.

- b. Intake/Assessment/Referral – A comprehensive, clinical substance abuse assessment will be required for all potential Eligible Clients and can be conducted by any provider in the service network based on the potential Eligible Client's entry point into the system and his/her level of need for Services. Mental health assessments will also be completed as indicated by the individual client history and presenting problems. Expenses incurred for assessments conducted at the Community Court facility by the contracted providers are eligible for reimbursement when requested by Community Court staff.
- c. Detoxification – As defined by the Department State Health Services (DSHS), detoxification is chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in a client's body, manage withdrawal symptoms, and encourage the client to seek ongoing treatment for chemical dependency. These services shall be provided as necessary for each individual Eligible Client, and in compliance with Facility Licensure Rules for Level I Treatment Services as defined by DSHS.

For homeless adult eligible clients, residential detoxification is preferred. Non-residential detoxification services for Eligible Clients who are homeless persons will be allowed when ATCMHMR verifies and documents that the Eligible Client has a safe and drug/alcohol free environment to stay in during the course of his/her treatment. As part of the Utilization Management (UM) function, ATCMHMR will determine (according to standardized and industry-compatible guidelines, including DSHS guidelines) the most clinically appropriate setting for these services for each individual Eligible Client.

- d. Detox Evaluation Management Services - Group and Residential Support and Case Management (As defined by DSHS, case management involves an accountable staff person providing services that include: (a) linking clients with needed services; (b) helping clients develop skills to use basic community resources and services; and (c) monitoring and coordinating the services received by clients)
- e. Residential Treatment – This may include Level II and/or Level III residential treatment services as defined and licensed by DSHS. Residential services require Eligible Clients to reside (sleep overnight) at the facility for a specified period of time while undergoing chemical dependency treatment. For Level II services, an average of 20 hours of structured activities per week are provided to each Eligible Client, including three hours of chemical dependency counseling (including at least one hour of individual counseling), fourteen hours of additional counseling, chemical dependency education, or life skills training, and three hours of structured social and/or recreational activities. For Level III services, an average of ten hours of structured activities per week are provided to each Eligible Client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training.

- f. Transitional Housing Services- Housing provided an Eligible client with case management for a period not to exceed 3 months for the purpose of moving the client towards greater self sufficiency during concurrent outpatient treatment.
- g. Day Treatment Services -- These are intensive outpatient treatment services provided for approximately five (5) hours per day, for a total of at least twenty (20) hours of services per week provided to each Eligible Client. The Eligible Client does not reside at the treatment facility. Day treatment services for dually diagnosed Eligible Clients will be required as part of the continuum of services (per UM criteria and determination of client need) but will not be considered a reimbursable cost under this Agreement. (Note: ATCMHMR, as the MSO, is not eligible for reimbursement under this Agreement for direct services provided to Eligible Clients by the Center.)
- h. Outpatient and Continuing Care/Aftercare Services -- These Level III and IV services usually include individual and/or group counseling services and the continuation of transitioning the Eligible Client into other community-based support systems (such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.) These services are provided for a specified time period while the Eligible Client continues to work and/or reside in a stable living environment. Per DSHS rules, Level III services, an average of ten hours of structured activities per week are provided to each client, including at least two hours of chemical dependency counseling (with at least one hour of individual counseling every two weeks) and eight hours of additional counseling, chemical dependency education, or life skills training. Per DSHS rules, Level IV treatment services provide an average of two hours of structured activities per week for each Eligible Client, including at least one hour of chemical dependency counseling and one hour of additional counseling, life skills training, or chemical dependency education.
- i. Case Management and Support Services -- As defined by DSHS, case management involves services provided by an accountable staff person which include: 1) linking an Eligible Client with needed services; 2) helping an Eligible Client develop skills to use basic community resources and services; and 3) monitoring and coordinating the services received by an Eligible Client. These services provide a critical linkage between each aspect of the individual's recovery. The role of the case manager is to guide an individual through the recovery system, helping him or her access the Services they need when they need them. Case management for Eligible Clients will involve following the Eligible Client throughout the service continuum and providing the case management activities described above at each step and from the earliest point possible in the Eligible Client's treatment process.

ATCMHMR is responsible for ensuring that Eligible Clients are either 1) currently receiving case management (from a community case management provider external to the substance abuse treatment provider network); 2) are accepted as new case management clients (by a case management provider external to the substance abuse treatment provider network); or 3) are referred to case management providers (external to the substance abuse treatment provider network) as part of their treatment process. Case management under this Agreement will be provided by existing case management providers including,

but not limited to: Caritas, the Salvation Army, the Salvation Army Passages Program, LifeWorks, SafePlace, Push-Up Foundation's Supportive Housing Programs, ATCMHMR, American Youth Works, Blackland Community Development Corporation, Community Advocates for Teens and Parents, Foundation for the Homeless, Downtown Austin Community Court and YWCA of Greater Austin but will not be considered a reimbursable cost under this Agreement.

In order for an individual to successfully recover from addiction, support services must be available at every step (as needed by the individual Eligible Client). Such services are especially important toward the end of the treatment process in order to help the individual remain abstinent from drugs and alcohol. Job training/placement, affordable housing, and child care for dependent children are three primary support services that contribute to client success. Support services will be made available through existing providers in the community but will not be considered a reimbursable cost under this Agreement. Under this Agreement, treatment service providers and/or case managers are responsible for making appropriate referrals and follow-up on these referrals for key support services as required by each Eligible Client during the treatment process.

5. Annual Maximum Benefit. Annual maximum benefit per Eligible Client is two treatment episodes per year. One treatment "episode" means all services provided from Eligible Client's assessment and admission to treatment (entry at one service level) through Eligible Client's discharge from the last service provided during the treatment period [in other words, an individual Eligible Client can access the full continuum – all or part – up to two times per calendar year]. Exceptions to this annual limit may be made by ATCMHMR after a complete review by ATCMHMR's Utilization Management (UM) unit. Copies of UM report granting exceptions will be forwarded to the Department within thirty (30) days of granting the exception. At any time, Department may request a review of this procedure in order to lessen or cease granting such exceptions, or to change the criteria utilized in granting such exceptions.

*B. Description of Required Services for Adults Referred by the Community Court*

1. Referrals. Referrals into Services for this population will come from the Community Court. Individuals (adults) referred by Community Court will need to meet the Eligibility Criteria in order to receive Services. However, the Community Court may require additional treatment services to be provided on-site at Community Court specifically for these individual Eligible Clients (such as pre-treatment counseling and acu-detox services) and may stipulate that certain Eligibility Criteria are waived for these particular services. In such cases, ATCMHMR should obtain written authorization from the Department to waive the stipulated Eligibility Criteria for these clients and/or particular services to be delivered under this Agreement. Waiver of criteria will apply only to the specific eligible client and/or services set forth in the written authorization.
2. Case Management. In order to increase the likelihood of client success, all adults referred by the Community Court for services (except for individuals provided only on-site services at the Court) should be linked to case